



Agenda Item #: _____

Staff Report

City of Manhattan Beach

TO: Honorable Mayor Montgomery and Members of the City Council

THROUGH: Richard Thompson, Interim City Manager

FROM: Jim Arndt, Director of Public Works
Steve Finton, City Engineer
Edward T. Kao, Senior Civil Engineer

DATE: November 3, 2010

SUBJECT: Consideration to Execute a Program Supplement Agreement with Caltrans for Adding Pacific Avenue Resurfacing Project under the Existing Master Agreement.

RECOMMENDATION:

Staff recommends that the City Council pass a motion to:

- a) Approve a Program Supplement with Caltrans for the Pacific Avenue Resurfacing Project.
- b) Adopt Resolution No. 6284 authorizing the Interim City Manager to sign the program supplement agreement on behalf of the City.

FISCAL IMPLICATION:

In February 2009, Congress passed the American Recovery and Reinvestment Act of 2009 (ARRA). ARRA funding would be provided on a reimbursement basis and no local match would be required. The City applied for and was awarded ARRA grants for the following projects:

1. Aviation Boulevard Resurfacing, Marine Avenue to Manhattan Beach Boulevard (\$464,000.00)
2. Valley Drive Resurfacing, 15th Street to Sepulveda Boulevard (\$610,000.00).

The two projects were completed in April 2010 with a total saving of \$543,749.15. A third project, Pacific Avenue Resurfacing Project, was selected and received approval from both MTA and Caltrans to utilize the savings.

BACKGROUND:

On September 15, 2009, the City entered into a Master Agreement with the State of California setting the terms and conditions for the receipt of federal-aid transportation funding through the State of California Department of Transportation (Caltrans). This Master Agreement is general in

nature and applies to all federally-funded transportation projects funded through Caltrans. The Program Supplement would add the Pacific Avenue project under the Master Agreement and must be executed for the City to receive the American Recovery and Reinvestment Act of 2009 (ARRA) funding for Pacific Avenue.

DISCUSSION:

Pacific Avenue is an important residential collector entirely within the City's jurisdiction. The pavement surface is deteriorated and rehabilitation is needed. The proposed project will mill and overlay the existing pavement surface from Rosecrans Avenue to Manhattan Beach Boulevard and reconstruct localized areas of failed pavement. On October 19, 2010, City Council awarded a construction contract to install a new water main in Pacific Avenue. The Pacific Avenue Resurfacing project will follow the waterline installation. Staff has notified utility providers of the paving project to minimize future utility cuts in the new pavement.

Schedule

The project is scheduled for construction starting in April 2011.

Attachments:

- A. Program Supplement Pacific Avenue
- B. Resolution No. 6284

PROGRAM SUPPLEMENT NO. N004
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 07-5212R

Date: September 16, 2010
Location: 07-LA-0-MANB
Project Number: ESPL-5212(007)
E.A. Number: 07-933872
Locode: 5212

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 09/28/09 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the Administering Agency on _____ (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION:

Pacific Ave from Manhattan Beach Blvd to Rosecrans Ave

TYPE OF WORK: Resurfacing & Rehabilitation

LENGTH: 1.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
			LOCAL	OTHER
\$543,749.00	C240	\$231,163.00	\$0.00	\$0.00
	C200	\$312,586.00		

CITY OF MANHATTAN BEACH

STATE OF CALIFORNIA
Department of Transportation

By _____
Title _____
Date _____
Attest _____

By _____
Chief, Office of Project Implementation
Division of Local Assistance
Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer _____

Date _____

\$543,749.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

TO: STATE CONTROLLER'S OFFICE Claims Audits 3301 "C" Street, Rm 404 Sacramento, CA 95816	DATE PREPARED: REQUISITION NUMBER / CONTRACT NUMBER: RQS 070000000095	PROJECT NUMBER: 700020867
FROM: Department of Transportation		
SUBJECT: Encumbrance Document		
VENDOR / LOCAL AGENCY: CITY OF MANHATTAN BEACH		
CONTRACT AMOUNT:		
PROCUREMENT TYPE: Local Assistance		

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT BUDGETED FUNDS ARE AVAILABLE FOR THIS ENCUMBRANCE AND PURPOSE OF THE EXPENDITURE STATED ABOVE.

CHAPTER	STATUTES	ITEM	YEAR	PEC / PECT	TASK / SUBTASK	AMOUNT
268	2008	2660-603-890	2009	20.30.010.810	2620/0420	312,586.00
268	2008	2660-603-890	2009	20.30.010.810	2620/0420	231,163.00

ADA Noti For individuals with sensory disabilities, this document is available in alternate formats. For information, call (915) 654-6410 of TDD (916) -3880 or write Records and Forms Management, 1120 N. Street, MS-89, Sacramento, CA 95814.

SPECIAL COVENANTS OR REMARKS

1. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.
2. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).
3. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

4. The Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
5. As a condition for receiving federal-aid highway funds for the PROJECT, the

SPECIAL COVENANTS OR REMARKS

Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Excluded Parties List System (EPLS).

6. This project is financed, in whole or in part, with federal funds from the American Recovery and Reinvestment Act of 2009 (Recovery Act). ADMINISTERING AGENCY agrees:
 - 1) Statutory provisions contained in Chapter 1 of Title 23 United States Code (U.S.C.) are applicable to all Recovery Act funded projects,
 - 2) Costs incurred prior to the date of authorization are NOT eligible for reimbursement with federal Recovery Act funds,
 - 3) Federal Prevailing Wage Rate requirements apply to all Recovery Act funded construction projects regardless of location (including projects on local roads and rural minor collectors, and Transportation Enhancement projects outside the highway right of way). ADMINISTERING AGENCY agrees to include the appropriate wage rate information in the contract and also include a contract provision that overrides the general applicability provisions in form FHWA-1273, Sections IV and V,
 - 4) To expend and invoice for all Recovery Act funds prior to using other funds, and
 - 5) To comply with the reporting requirements, terms and conditions set forth in Sections 1201 and 1512 of the Recovery Act and as designated by the STATE. Failure to comply will result in retentions from progress payments due ADMINISTERING AGENCY and/or other sanctions,
 - 6) Recovery Act funds are available for liquidation only until September 30, 2015 when the remaining balance of Recovery Act funds will expire. ADMINISTERING AGENCY agrees to submit an invoice for the balance of project Recovery Act funds (if any) to the STATE prior to July 1, 2015.
7. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award or with the submittal of the ADMINISTERING AGENCY's first invoice for the construction contract, whichever is earlier.

Failure to do so will cause a delay in the State processing invoices for the construction phase.
Please refer to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.
8. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated

SPECIAL COVENANTS OR REMARKS

within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

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FOR FEDERAL-AID PROJECTS NO 07-5212R

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CITY OF MANHATTAN BEACH

STATE OF CALIFORNIA
Department of Transportation

By _____
Title _____
Date _____
Attest _____

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Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

STATE OF CALIFORNIA. DEPARTMENT OF TRANSPORTATION
PROGRAM SUPPLEMENT AND CERTIFICATION FORM
PSCF (REV. 01/2010)

Page ____ of ____

TO: STATE CONTROLLER'S OFFICE
Claims Audits
3301 "C" Street, Rm 404
Sacramento, CA 95816

DATE PREPARED:

PROJECT NUMBER:
700020867

REQUISITION NUMBER / CONTRACT NUMBER:
RQS 070000000095

FROM:
Department of Transportation

SUBJECT:
Encumbrance Document

VENDOR / LOCAL AGENCY:
CITY OF MANHATTAN BEACH

CONTRACT AMOUNT:

PROCUREMENT TYPE:
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RESOLUTION NO. 6284

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANHATTAN BEACH, CALIFORNIA, TO EXECUTE A PROGRAM SUPPLEMENT WITH CALTRANS ADDING THE PACIFIC AVENUE RESURFACING PROJECT UNDER THE EXISTING MASTER AGREEMENT AND FOR THE RECEIPT OF FEDERAL TRANSPORTATION FUNDING

THE CITY COUNCIL OF THE CITY OF MANHATTAN BEACH, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, Pacific Avenue falls under the jurisdiction of the City of Manhattan Beach, California; and

WHEREAS, CALTRANS and CITY, collectively referred to as PARTIES, are authorized to enter in an agreement to establish terms and conditions applicable to the City when receiving federal funds for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility; and

WHEREAS, WORK completed under this agreement contributes toward cold mill and asphalt overlay of Pacific Avenue from Manhattan Beach Boulevard to Rosecrans Avenue, no lane added, referred to as PROJECT; and

WHEREAS, there is no prior PROJECT-related cooperative agreement; and

WHEREAS, the estimated date for COMPLETION OF WORK is March 28, 2011; and

WHEREAS, PARTIES now define in this agreement the terms and conditions under which they will administer WORK; and

WHEREAS, the PROJECT is financed in whole with federal funds from the American Recovery and Reinvestment Act of 2009 (ARRA).

NOW THEREFORE BE IT BE RESOLVED THAT THE CITY COUNCIL OF THE CITY OF MANHATTAN BEACH, CALIFORNIA IS TO ENTER INTO A PROJECT SPECIFIC PROGRAM SUPPLEMENT AGREEMENT WITH CALTRANS FOR THE COMPLETION OF THE PACIFIC AVENUE RESURFACING PROJECT. THE CITY COUNCIL ALSO AUTHORIZES THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY OF MANHATTAN BEACH, CALIFORNIA.

SECTION 1. The City Clerk shall make this Resolution reasonably available for public inspection within thirty (30) days of the date this Resolution is adopted.

SECTION 2. The City Clerk shall certify to the adoption of this Resolution and thenceforth and thereafter the same shall be in full force and effect.

PASSED, APPROVED, and ADOPTED this 3rd day of November, 2010.

Ayes:
Noes:
Absent:
Abstain:

Mayor, City of Manhattan Beach, California

ATTEST:

City Clerk